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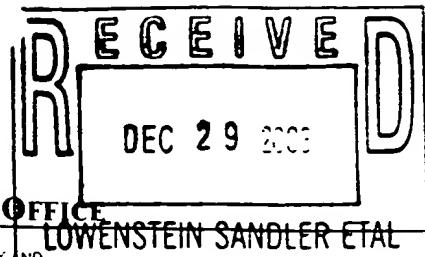
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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

LOWENSTEIN SANDLER ET AL

DECEMBER 19, 2003

PTAS



102485198A

LOWENSTEIN SANDLER, P.C.
MICHAEL B. JOHANNESEN, ESQ.
65 LIVINGSTON AVENUE
ROSELAND, NJ 07068

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/24/2003

REEL/FRAME: 014208/0166

NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

JOSEPH, MICHAEL B., AS CHAPTER 7
TRUSTEE FOR THE ESTATE OF EYIELD
SOLUTIONS, INC.

DOC DATE: 06/12/2003

ASSIGNEE:

FARMS TECHNOLOGY, LLC
14904 W. 87TH STREET PKWY
SUITE 307
LENEXA, KANSAS 66215

SERIAL NUMBER: 60241543
PATENT NUMBER:

FILING DATE: 10/18/2000
ISSUE DATE:

SERIAL NUMBER: 09835088
PATENT NUMBER:

FILING DATE: 04/13/2001
ISSUE DATE:

VIOLET MCCOY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



102485198B

AUTHORIZATION TO CHARGE ADDITIONAL FEES TO DEPOSIT ACCOUNT

DECEMBER 19, 2003

TO: OFFICE OF FINANCE
FROM: ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS
SUBJECT: DEPOSIT ACCOUNT CHARGE(S)

CHARGE THE DEPOSIT ACCOUNT LISTED BELOW ADDITIONAL FEE(S) AS INDICATED BELOW. AUTHORIZATION TO CHARGE ADDITIONAL FEES HAS BEEN PROVIDED PER THE ATTACHED COVER SHEET, OR BY DIRECT CONTACT WITH THE CUSTOMER.

DEPOSIT ACCOUNT NUMBER: 501358
PROPERTY NUMBER: 60241543

RECORDING FEES:

FEE CODE: 8021 AMOUNT: 40

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

VIOLET MCCOY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

TRADEMARK SERVICE FEES:	FEE CODE:
RECORDING FIRST MARK	8521
RECORDATION SECOND AND	8522
SUBSEQUENT MARK IN SAME DOCUMENT	
LABOR CHARGES FOR SERVICES PER HOURS	8523
OR FRACTION THEREOF	
UNSPECIFIED OTHER SERVICES	8524

PATENT SERVICE FEES:

RECORDING EACH PATENT ASSIGNMENT, AGREEMENT, OTHER PAPER, PER PROPERTY	8021
LABOR CHARGES FOR SERVICES PER HOUR (\$30) OR FRACTION THEREOF	8023
UNSPECIFIED OTHER SERVICES	8024

Tab settings ➡ ➡ ➡ ➡

102485198

ached original documents or copy thereof.

<p>1. Name of conveying party(ies): Michael B. Joseph as Chapter 7 Trustee for the Estate of eYield Solutions, Inc.</p> <p>Additional names(s) of conveying party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>June 12, 2003</u></p>		<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Farms Technology, LLC</u> <input checked="" type="checkbox"/></p> <p>Address: <u>14904 W. 87th Street Pkwy</u> <u>Suite 307</u></p> <p>City: <u>Lenexa</u> State/Prov.: <u>KS</u> Country: <u>USA</u> ZIP: <u>66215</u></p> <p>Additional name(s) & address(es) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>									
<p>4. Application number(s) or patent numbers(s): If this document is being filed together with a new application, the execution date of the application is: _____</p> <table border="1"> <tr> <td>Patent Application No.</td> <td>Filing date</td> <td>B. Patent No.(s)</td> </tr> <tr> <td><u>60/241,543</u></td> <td><u>October 18, 2000</u></td> <td></td> </tr> <tr> <td><u>09/835,088</u></td> <td><u>April 13, 2001</u></td> <td></td> </tr> </table> <p>Additional numbers <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		Patent Application No.	Filing date	B. Patent No.(s)	<u>60/241,543</u>	<u>October 18, 2000</u>		<u>09/835,088</u>	<u>April 13, 2001</u>		<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Michael B. Johannesen, Esq.</u></p> <p>Registration No. <u>35,557</u></p> <p>Address: <u>Lowenstein Sandler, P.C.</u> <u>65 Livingston Avenue</u></p> <p>06/27/2003 ECOOPER 00000283 501358 60241543</p> <p>01 FC:8021 40.00 DA</p> <p>City: <u>Roseland</u> State/Prov.: <u>NJ</u></p> <p>Country: <u>USA</u> ZIP: <u>07068</u></p>
Patent Application No.	Filing date	B. Patent No.(s)									
<u>60/241,543</u>	<u>October 18, 2000</u>										
<u>09/835,088</u>	<u>April 13, 2001</u>										
<p>6. Total number of applications and patents involved: <u>2</u></p> <p>7. Total fee (37 CFR 3.41): \$ <u>80.00</u></p> <p><input type="checkbox"/> Enclosed - Any excess or insufficiency should be credited or debited to deposit account</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>501358</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>											

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael B. Johannesen, Reg. No: 35,557

Name of Person Signing

Signature

June 19, 2003

Date

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P O Box 1450, Alexandria VA 22313-1450

ABSOLUTE ASSIGNMENT AND BILL OF SALE

This Absolute Assignment and Bill of Sale (the "Assignment") is made on this 12th day of June 2003, by Michael B. Joseph, as the Chapter 7 Trustee (the "Assignor") for the Chapter 7 bankruptcy estates of eYield Solutions, Inc., Case. No. 01-11550(PJW), and Pradium, Inc., Case No. 01-11551(PJW)(collectively, "eYield"), which cases are being jointly administered before the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), in favor of Farms Technology, LLC (the "Assignee"), with respect to the following facts and circumstances:

- a. Pursuant to an Order of the Bankruptcy Court dated June 12, 2003 in the eYield bankruptcy cases approving of a sale of assets by the Assignor to the Assignee under an Asset Purchase Agreement (the "APA");
- b. All capitalized terms used in this Assignment but not otherwise defined herein shall have the meaning ascribed to such terms in the APA; and
- c. Pursuant to the APA, the Assignor is required to transfer to the Assignee all of the Assignor's right, title and interest of all Assets.

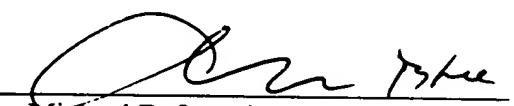
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby grants, bargains, transfers, conveys and delivers unto the Assignee all of Assignor's right, title and interest in and to the Assets. This Assignment is an absolute assignment of the Assets to the Assignee and its successors and assigns.

This Assignment shall be governed by and construed, interpreted and enforced under the laws of the State of Delaware, without giving effect to conflicts of law principles.

This Assignment shall inure to the benefit of the Assignee and its successors or assigns.

IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment as of the date written above.

MICHAEL B. JOSEPH AS THE CHAPTER 7
TRUSTEE FOR eYIELD

By: 
Michael B. Joseph
6-12-03

ASSIGNMENT

WHEREAS, I, Michael B. Joseph, as Chapter 7 Trustee (the "Trustee") for the Chapter 7 bankruptcy estates of eYield Solutions, Inc. Bankruptcy No. 01-11550 (PJW) and Pradium, Inc. Bankruptcy No. 01-11551 (PJW) (collectively "eYield"), which cases are currently being jointly administered before the United States Bankruptcy Court for the District for the District of Delaware, am authorized to assign the entire right, title, and interest, pursuant to an order of the Bankruptcy Court dated June 12, 2003 (the "Order"), in certain inventions, developments, and useful improvements in the field of automated commodities transactions (the "Inventions"), which are described in United States Provisional Patent Application No. 60/241,543, filed October 18, 2000 and United States Non-Provisional Patent Application No. 09/835,088, filed April 13, 2001 (the "Patent Applications"), respectively entitled CROP MARKETING ACQUISITION TOOL; AND SYSTEM AND METHOD FOR AUTOMATED COMMODITIES TRANSACTIONS INCLUDING AN AUTOMATIC HEDGING FUNCTION, and I am authorized to assign the entire right, title, and interest in and to any trade secrets and know how associated with the Inventions ("Trade Secrets"). The Trade secrets and Inventions are referred to herein collectively as the "Technology";

AND WHEREAS Farms Technology, LLC, a New Jersey corporation, (ASSIGNEE) having a place of business at 14904 W. 87th St. Pkwy, Suite #307, Lenexa, KS 66215, desires to acquire the entire right, title, and interest in the Technology and the Patent Applications;

NOW, THEREFORE, in consideration of the promises made in the asset purchase agreement, executed on May 8, 2003 and May 9, 2003 (the "Asset Purchase Agreement") by Michael B. Joseph as the Chapter 7 Trustee and Jason Tatge on behalf of ASSIGNEE, the adequacy of which is hereby acknowledged and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the Order, the Trustee on behalf of the estate of eYield has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over to ASSIGNEE the entire right, title, and interest in and to the Technology and in and to the Patent Applications, and all United States Letters Patents that may be granted thereon;

In further view of the consideration, the Trustee on behalf of the estate of eYield has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over to ASSIGNEE the entire right, title, and interest in and to all United States and foreign patents and patent applications related or claiming priority to the Patent Applications including, but not limited to, all divisions, continuations, continuations-in-part, design applications, reissues, substitutions, and extensions thereof, heretofore or hereafter filed;

In further view of the consideration, the Trustee on behalf of the estate of eYield has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over to ASSIGNEE the entire right, title, and interest in and to all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents in any foreign countries (including related rights such as utility-model registrations, registrations, inventor's certificates, and the like) heretofore or hereafter filed for the Technology and the Patent Applications, and all patents granted for the Technology and the Patent Applications in any foreign countries; and

The Trustee on behalf of the estate of eYield hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for the Technology and the Patent Applications in the name of ASSIGNEE or their successors in interest in accordance with the terms of this Assignment;

AND I HEREBY further agree that I will reasonably cooperate and communicate with the ASSIGNEE any facts that become known to me respecting the Technology and the Patent Applications, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitute, and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for the Technology and the Patent Applications in all countries;

AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

In testimony whereof, I hereunto set my hand this 12th day of June, 2003.

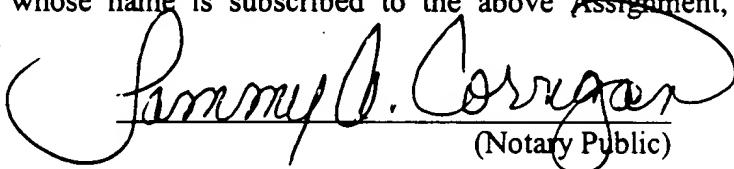


Michael B. Joseph

Chapter 7 Trustee For The Chapter 7
Bankruptcy Estate Of eYield

STATE OF Delaware)
COUNTY OF New Castle) SS:

On June 12, 2003, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared **Michael B. Joseph**, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above Assignment, and acknowledged that he executed the same.



Tammy J. Corrigan
(Notary Public)

In testimony whereof, I hereunto set my hand this 12 day of June, 2003.

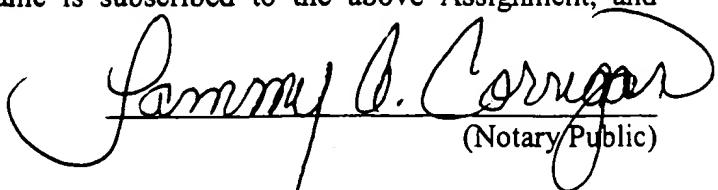


Jason G. Tatge

Chief Executive Officer,
Farms Technology, LLC

STATE OF Delaware)
COUNTY OF New Castle) SS:

On June 12 2003, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared **Jason G. Tatge**, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above Assignment, and acknowledged that he executed the same.



Tammy J. Corrigan
(Notary Public)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)
cYIELD SOLUTIONS, INC., *et al.*,) Chapter 7
Debtors.) Case No. 01-11550 (PJW)
) Refers to Dkt. No. 88
)

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363, AND 725 AND FED. R.
BANKR. P. 6004 (A) APPROVING THE SALE OF PROPERTY AND
(B) APPROVING THE ASSET PURCHASE AGREEMENT**

AND NOW, to wit, this 12 day of June 2003, in consideration of the motion (the "Motion") of Michael B. Joseph, as the duly appointed chapter 7 trustee (the "Trustee") for the estates of eYield Solutions, Inc., and Pradium, Inc. debtors in the above-captioned cases (collectively, "eYield" or the "Debtor"), pursuant to sections 105, 363, and 725 of Title 11 of the United States Code (the "Bankruptcy Code") and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), seeking an order authorizing the sale of certain property defined in the Asset Purchase Agreement ("APA") attached to the motion (the "Assets") owned by the Debtor to Farms Technology, LLC ("FT") and approving the APA between the Trustee and FT; such sale to be free and clear of all liens, claims, encumbrances, interests and transfer taxes, any responsive pleadings thereto, and the Trustee having previously conducted an auction sale at which the FT offer was determined to be the highest and best bid for the Assets, after notice and an opportunity to be heard, good cause appearing and for the reasons stated on the record, it is

ORDERED, ADJUDGED AND DECREED that:

1. The Motion is **GRANTED** in its entirety.
2. Pursuant to sections 105, 363, and 725 of the Bankruptcy Code, the Trustee is authorized and empowered (i) to sell the Assets to FT; (ii) to enter into the APA; and (iii) to sell, transfer, and convey the Assets to FT in accordance with the APA.
3. The APA and all of its terms are **APPROVED**, and this Order and the APA shall be binding upon the Trustee, all creditors of the Debtor, FT, and all other parties-in-interest herein.
4. Upon the date of closing the sale of the Assets (the "Closing Date"), the Assets shall be transferred to FT free and clear of all liens, claims, encumbrances, or other interests pursuant to Bankruptcy Code section 363(f). All persons and entities (including, without limitation, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, and trade and other creditors) holding interests of any kind or nature whatsoever against or in the Debtors or the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated) arising under or out of, in connection with, or in any way relating to the Debtors, the Assets, or the transfer of the property to FT, hereby are forever barred, estopped, and permanently enjoined from asserting against FT, and its successors or assigns, or the Assets, such persons' or entities' interests.
5. Pursuant to 11 U.S.C. § 363(b), the Trustee and FT, as well as their officers, employees, and agents, shall be, and hereby are, authorized to take any and all actions and/or execute any and all documents as may be necessary or desirable to consummate the

transactions contemplated by the APA. Any actions taken by the Trustee and FT necessary or desirable to consummate such transactions prior to the entry of this Order are hereby ratified.

6. To the extent of any conflict between this Order and any other order entered in these cases, the terms of this Order shall govern.

7. The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of this Court; provided that any such modification, amendment or supplement does not have a material adverse effect on the estate.

8. The failure specifically to include any particular provisions of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety.

9. The Court finds that this sale and purchase is undertaken by FT and the Trustee in good faith and that FT is entitled to the full protections contemplated and provided for under 11 U.S.C. section 363(m).

10. Consummation of the APA and the transactions contemplated therein and thereby do not effect a de facto merger or consolidation of the Debtor and FT or result in a combination of the Debtor's business under FT's control. FT is not the alter ego of, successor in interest to, or a continuation of the Debtor, nor shall FT be liable for any liabilities or obligations of the Debtor unless expressly provided for in the APA.

11. The Court shall retain exclusive jurisdiction to resolve any dispute arising from or relating to the APA or this Order.

12. The relief ordered herein shall become effective immediately upon signing of this Order and the stay under Bankruptcy Rule 6004(g) shall not apply thereto. Time is of the essence in closing the sale of the Assets. Thus, any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay or risk its appeal being foreclosed as moot.

IT IS SO ORDERED.

BY THE COURT:


Peter J. Walsh, C.B.J.

CERTIFICATE OF MAILING BY FIRST CLASS MAIL (37 CFR 1.8)

Applicant(s): Farms Technology, LLC

Docket No.

Z2285-5-5

Serial No.	Filing Date	Examiner	Group Art Unit
60/241,543; 09/835,088	10/18/2000; 4/13/2001		

Invention: **Crop Marketing Acquisition Tool; System and Method for Automated Commodities Transactions Including An Automatic Hedging Function**

I hereby certify that this **Recordation of Assignment**

(Identify type of correspondence)

is being deposited with the United States Postal Service as first class mail in an envelope addressed to:

Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

on 6/ 19/2003
(Date)

Camille Payne

(Typed or Printed Name of Person Mailing Correspondence)



Camille Payne
(Signature of Person Mailing Correspondence)

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